

LAW OFFICES

WHITE AND WILLIAMS

17TH FLOOR 1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107

215-854-7000

RECORDATION NO. **8334-A** Filed & Recorded

RECORDATION NO. **9312B** FILED 141.

DIRECT DIAL NUMBER

SEP 26 1978 -1 40 PM

SEP 26 1978 -1 40 PM 54-7060

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

September 15, 1978

Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, DC 20423

**INTERSTATE
COMMERCE COMMISSION
RECEIVED**

SEP 25 1978

**ADMINISTRATIVE SERVICES
MAIL UNIT**

Dear Sir:

Enclosed herewith for recordation pursuant to the provisions of Section 2c of the Interstate Commerce Act, as amended, are the original and two (2) certified copies of an Assignment and Subordination Agreement dated April 7, 1978.

A general description of the railroad rolling stock covered by the enclosed document is as follows:

Twenty-five (25) 50-foot 70-ton boxcars bearing reporting marks and coded #ERES 19100 through #ERES 19124, both inclusive.

The above railroad rolling stock is covered by a Lease dated May 3, 1976 which Lease was recorded with the Interstate Commerce Commission on May 10, 1976 bearing recordation #8334.

The names and addresses of the parties to the enclosed document are as follows:

8-269A101
Borrower:
(Assignor)

Harvey Polly
d/b/a Railway Freight Car Services
1440 Broadway
New York, NY

Lessee:

Columbus and Greenville Railway Company
1302 Main Street
Columbus, Mississippi 39701

Assignee:

Central Penn National Bank
Five Penn Center Plaza
Philadelphia, PA 19103
Attn: Paul A. Pyfer, Vice President

The undersigned is agent for the above Assignee for the purpose of recording the enclosed document and has knowledge of the matter set forth therein.

RECEIVED

SEP 26 1978

RECEIVED

Secretary
Interstate Commerce Commission
September 15, 1978
Page 2

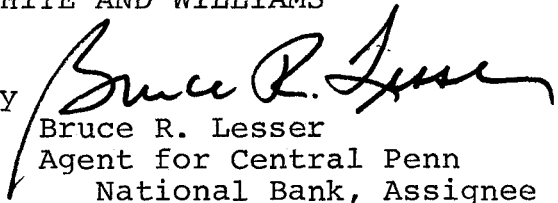
If possible, I would appreciate your recording a certified copy and returning the original and additional copy to the attention of the undersigned at the address shown above.

Enclosed please find our check in the amount of \$10., payable to your order, covering the required recordation fee.

Very truly yours,

WHITE AND WILLIAMS

By


Bruce R. Lesser
Agent for Central Penn
National Bank, Assignee

BRL/ak

Enclosures

P.S. Enclosed please find a self-addressed envelope for your convenience in returning the documents to us.

LAW OFFICES

WHITE AND WILLIAMS

17TH FLOOR 1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107

215-854-7000

DIRECT DIAL NUMBER
854-7060

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SEP 29 10 05 AM '78
I. C. C.
FEE OPERATION BR.

September 28, 1978

Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Room 1227
Washington, DC 20423

8334-4 the
RECORDATION NO. FILE 1400

SEP 20 1978 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Attn: Mrs. Lee

Dear Mrs. Lee:

Enclosed herewith is our check in the amount of \$30.00,
as payment for the additional recording charge for the following:

1. Assignment and Subordination Agreement related
to railroad boxcars bearing reporting marks and coded #ERES 19100-
#ERES 19124, inclusive. You have agreed that this Assignment
and Subordination Agreement will be recorded under recording
numbers 9312 and 8334.

2. Assignment and Subordination Agreement related
to railroad boxcars bearing reporting marks and coded #ERES 9025-
#ERES 9049, inclusive. You have agreed that this Assignment
and Subordination Agreement will be recorded under recording
numbers 9307, 9311 and 9312.

Thank you for your courtesy and cooperation.

Sincerely,

WHITE AND WILLIAMS

By 

Bruce R. Lesser

BRL/ak
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/3/78

Bruce R. Lesser
White And White
17th Floor 1234 Market Street
Philadelphia, Pennsylvania 19107

Dear **Sir:**

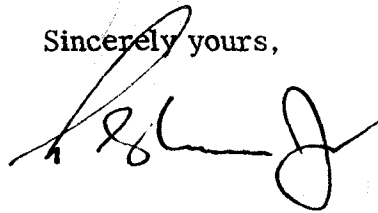
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **9/26/78** at **1:40pm**,

and assigned recordation number(s)

8334-A, 9312-B, 9307-A, 9311-A
9312-C

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9312 Filed 1428

SEP 26 1978 -1 40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8334-A Filed & Recorded

SEP 26 1978 -1 40 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT made the 7th day of April, 1978, by and among HARVEY POLLY, an individual domiciled in the State of Florida, d/b/a RAILWAY FREIGHT CAR SERVICES, a sole proprietorship ("Borrower"), COLUMBUS AND GREENVILLE RAILWAY COMPANY, a Mississippi corporation ("Lessee") and CENTRAL PENN NATIONAL BANK, a national banking association ("Bank").

W I T N E S S E T H :

I. Borrower is the owner of twenty-five (25) 50 foot 70 ton Railroad Box Cars (the "Cars") described in Exhibit "A" attached hereto and made a part hereof and covered by a certain Chattel Mortgage and Security Agreement ("Mortgage") given by Borrower to the Bank in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00), dated April 5, 1978, recorded at the Interstate Commerce Commission ("ICC") on April 6, 1978 at 1:20 P.M. recording number 9312, securing the indebtedness under a Loan Agreement ("Loan Agreement"), dated as of April 5, 1978, as evidenced by a note of even date therewith made by Borrower and payable to the Bank ("Note"). The Mortgage, Note and Loan Agreement are sometimes hereinafter collectively referred to as the "Loan Documents".

II. Borrower has entered into a lease of the Cars, dated May 3, 1976, with Lessee (together with all renewals and

NOW, THEREFORE, the parties hereto, in consideration of the premises and their mutual covenants herein contained and intending to be legally bound hereby, agree as follows:

1. Assignment to Bank. For the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all other sums, with interest thereon, to become due and payable by Borrower under the provisions of the Loan Documents or under the provisions hereof, and the performance and discharge of each and every obligation, covenant and agreement of Borrower contained therein and herein, Borrower hereby transfers, assigns, sets over and grants to Bank a security interest under the Uniform Commercial Code, as amended, in and to, all of Borrower's right, title and interest in and to the Lease and all rights to monies and causes of action now or hereafter owing to, or arising in favor of, Borrower from Lessee thereunder, and all cash and non-cash proceeds thereof, to have and to hold the same unto the Bank forever, or for such shorter period as may hereinafter be indicated.

2. Warranties and Representations.

a) Borrower warrants and represents to Bank that the Cars are not, as of the date hereof, subject to any other lease or agreement affecting the right to possess or use them.

b) Borrower and Lessee warrant and represent to Bank that (i) neither Borrower nor Lessee is in default under the terms of the Lease, (ii) said Lease is in full force and effect, (iii) no payments under the Lease have been anticipated, waived, released, discounted or otherwise discharged or compromised, (iv) Borrower has not received any deposits from Lessee, and (v) Lessee has no setoff or counterclaim against Borrower.

3. Payment of Rent and Other Monies under the Lease.

Borrower and Lessee understand and agree that until the Mortgage is satisfied of record, all payments now or hereafter due Borrower under the Lease, shall be paid to or at the direction of the Bank. Until further written notice from the Bank, Lessee is directed by Bank to pay all such sums to Borrower.

4. Lease not to be modified, etc. Borrower and

Lessee agree that, without the prior written consent of the Bank, no obligation, covenant or agreement of Lessee under the Lease will be waived, excused, condoned or in any manner released or discharged; nor will said Lease be cancelled, terminated or surrendered, nor will any provisions thereof be modified, extended or in any way latered, nor will any prepayment of monies under the Lease be solicited, made or accepted, with the exception of that part of the Lease pertaining to the amounts allowed for repairs and the maintenance of the equipment.

5. Consent of Bank. Wherever in the Lease it is

provided that the lessor's consent or approval is required or that anything shall be done to the satisfaction of the lessor, or any words of similar import, this shall be taken to mean that the approval, consent or satisfaction of the Bank shall be required. Lessee's rights under the Lease shall not be assigned or otherwise transferred, including a transfer by operation of law, without the prior written consent of Bank.

6. Nonlimitation of Bank's Rights under the Loan

Documents. Nothing in this Agreement contained shall prejudice or be construed to prejudice the right of the said Bank to commence and prosecute, or to prevent the said Bank from commencing and prosecuting, any action which it may deem advisable, or which it may be entitled to commence and prosecute

time, will execute and deliver, without charge and in form satisfactory to Bank or such holder, all instruments and/or documents that may be requested to acknowledge such subordination, in recordable form.

11. Modification. This Agreement may not be modified orally or in any other manner than by an agreement in writing, signed by the parties hereto or their respective successors in interest.

12. Notices. Any notice given pursuant to this Agreement shall be valid only if given in writing, and shall be deemed sufficiently given if given by registered mail or certified mail with sufficient postage attached. Notice to the parties to this Agreement shall be addressed as follows:

Borrower:	Harvey Polly d/b/a Railway Freight Car Services 1440 Broadway New York, NY cc: William L. Weiss, Esquire Weiss, Rothfarb & Chernofsky 6 East 43rd Street New York, NY 10017
Lessee:	Columbus And Greenville Railway Company 1302 Main Street Columbus, Mississippi 39701
Bank:	Central Penn National Bank 5 Penn Center Plaza Philadelphia, PA 19103 Attn: Paul A. Pyfer, Vice President cc: LeRoy E. Perper, Esquire White and Williams 1234 Market Street - 17th Fl. Philadelphia, PA 19106

The date of any notice provided for in this Agreement shall be the date of deposit in the United States mails with sufficient postage, if given by certified mail; or the date of actual delivery to the above address of the party to be notified, if otherwise given. The person and place to

which notice may be given may be changed from time to time by the parties respectively upon written notice to the others, effective five (5) days after delivery of such notice.

13. Captions. It is agreed that the captions of this Agreement are for convenience only and are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement.

14. Benefit and Binding Effect. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

15. Governing Law. The terms of this Assignment and Subordination Agreement and all rights and obligations hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20(c) of the Interstate Commerce Act.

16. Counterparts and Execution. This Assignment and Subordination Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts, together, shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. It is contemplated that the execution of this Agreement by Lessee will occur subsequent to the execution by Borrower and Bank. During

such period of time this Agreement shall be fully binding upon Borrower and Bank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Witness:

HARVEY POLLY, d/b/a
RAILWAY FREIGHT CAR SERVICES

Waltman

By:

[Signature]

Attest:

COLUMBUS AND GREENVILLE RAILWAY
COMPANY

[Signature]

By:

[Signature]

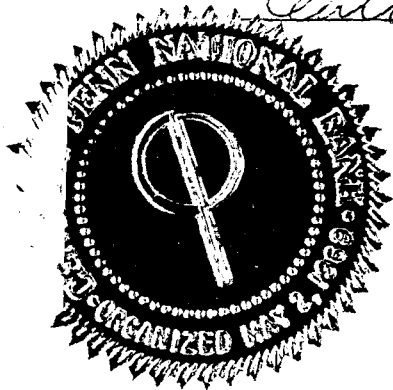
Attest:

CENTRAL PENN NATIONAL BANK

[Signature]

By:

[Signature]



25 Railroad Cars Leased To and
Bearing Logo of Columbus and Greenville Railway

Car Number

Car Name

	LEASE CARS 19100-24 SERIES
19100	50 FT, 70 TON BOX
19101	50 FT, 70 TON BOX
19102	50 FT, 70 TON BOX
19103	50 FT, 70 TON BOX
19104	50 FT, 70 TON BOX
19105	50 FT, 70 TON BOX
19106	50 FT, 70 TON BOX
19107	50 FT, 70 TON BOX
19108	50 FT, 70 TON BOX
19109	50 FT, 70 TON BOX
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19116	50 FT, 70 TON BOX
19117	50 FT, 70 TON BOX
19118	50 FT, 70 TON BOX
19119	50 FT, 70 TON BOX
19120	50 FT, 70 TON BOX
19121	50 FT, 70 TON BOX
19122	50 FT, 70 TON BOX
19123	50 FT, 70 TON BOX
19124	50 FT, 70 TON BOX

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

Before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared HARVEY POLLY, to me known to be the individual who executed the foregoing Assignment and Subordination Agreement on his behalf, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 7th day of April, 1978.

Agatha Rocchia
Notary Public

My commission expires: 5/8/78

AGATHA ROCCHIA
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 8, 1978

STATE OF MISSISSIPPI :
COUNTY OF LOWNDES : ss.

Before me, a Notary Public in and for the State and County aforesaid, personally appeared H. C. Bitner , to me known to be the individual who executed the foregoing Assignment and Subordination Agreement on behalf of Columbus And Greenville Railway Company and acknowledged to me that he is the President of Columbus And Greenville Railway Company and that, being authorized to do so, he executed the said Assignment and Subordination Agreement on its behalf as the act and deed of the corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10th day of
July, 1978.

Worshipful N. Dale
Notary Public

My commission expires: 11/17/79

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

Before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared PAUL A. PYFER, to me known to be the individual who executed the foregoing Assignment and Subordination Agreement on behalf of Central Penn National Bank, a national banking association, and acknowledged to me that he is the Vice President of Central Penn National Bank and that, being authorized to do so, he executed the said Assignment and Subordination Agreement on its behalf as the act and deed of the national banking association, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 7th day of April, 1978.

Agatha Rocchia
Notary Public

My commission expires: 5/8/78

AGATHA ROCCHIA
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 8, 1978

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

The undersigned officer hereby certifies that she has examined the copy of the original instrument and that the attached is a true and correct copy of said original instrument in all respects.


Notary Public

My commission expires: 5/8/82

AGATHA ROCCHIA
Notary Public, Phila., Phila. Co.
My Commission Expires May 8, 1982